

Application No. 10/780,524
Amendment Dated March 29, 2006
In Response to Office Action Dated October 4, 2005
Attorney Docket No. 100-00258

REMARKS

In the Office Action dated October 4, 2005, claims 1-83 were examined with the result that all claims were rejected. In response, Applicant has canceled claims 4, 18, 32, 46 and 61 and amended claims 1, 10, 15, 24, 29, 38, 43, 53, 58 and 67. In view of the above amendments and following remarks, reconsideration of this application is requested.

In the Office Action, claims 1-83 were rejected under 35 USC §112, second paragraph, as being indefinite. The Examiner objected to the term "ammonia" used in the claims as being confusing. In response, Applicant has amended all of independent claims 1, 15, 29, 43, 53 and 58 to change the term "ammonia" to "ammonium hydroxide." Support for this change can be found in the specification at page 12, lines 1-8 (paragraph 0028) as well as original claims 4, 18, 32, 46 and 61. In addition to the independent claims being rewritten to call for "ammonium hydroxide" instead of "ammonia," dependent claims 10, 24, 38 and 67 have been amended to replace "ammonia" with "ammonium hydroxide." These amendments necessitated cancellation of original dependent claims 4, 18, 32, 46 and 61.

Natural latex emulsions include ammonium hydroxide as a preservative, and as referred to in the specification, high ammonia natural latex obviously contains more than low ammonia natural latex emulsions. This is discussed briefly in the specification at page 10, lines 11 et. seq. (paragraph 0024). Under some circumstances, additional ammonium hydroxide is added to the latex emulsion in order to ensure its stability, especially when formulated in adhesive compositions. Thus, Applicant has amended the independent claims to call for "ammonium hydroxide" rather than "ammonia" as the Examiner is correct in stating that ammonia is typically a colorless gas whereas ammonium hydroxide is an aqueous solution of ammonia. It is clear that Applicant is using ammonium hydroxide in the water-based cold seal cohesive coating claimed. Applicant has also canceled "aqueous ammonia" as it appears that aqueous ammonia is substantially the same as ammonium hydroxide since the term "aqueous" refers to a solution prepared with water as the solvent.

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Accordingly, Applicant believes the Examiner should now withdraw the §112, second paragraph, rejection.

In the Office Action, claims 1-42, 53-57 and 59-83 were rejected under 35 USC §103(a) as being unpatentable over McCarthy et al U.S. 4,804,573. The Examiner states that although the McCarthy et al reference is not specific to the use of non-crosslinking acrylic resin emulsion, "the Examiner believes that one of ordinary adhesive art would be quite aware of the desirability of not using acrylic emulsions which self crosslink and thus damage the adhesive strength of the cold seal adhesive." However, from what is disclosed in the McCarthy et al reference, Applicant respectfully disagrees with the Examiner's conclusion for the following reasons.

First, McCarthy et al is directed toward solving a different technological problem than Applicant. McCarthy et al's basic invention is the use of an overprint varnish to prevent damage to printed matter on the front face of the flexible packaging material and to also prevent the two faces of the packaging material from blocking, i.e. adhering together when wound on a reel. The overprint varnish allows release of the rear face of the flexible packaging material bearing the cold seal adhesive without blocking. See column 1, lines 45-58 of McCarthy et al. In contrast, Applicant's invention is the use of a cold seal adhesive containing a non-self crosslinking acrylic emulsion which minimizes "seal deadening" which might occur during drying of the adhesive on the flexible packaging material. Seal deadening occurs when acrylic emulsions containing crosslinker are dried at temperatures higher than 127°C (260°F). Thus, the problems to be solved by Applicant and McCarthy are dissimilar and one skilled in the art would not necessarily look at McCarthy et al as teaching anything of significance when attempting to solve the "seal deadening" problem.

Secondly, McCarthy et al does not teach anything having to do with "seal deadening" or non-self crosslinking acrylic emulsions. In fact, neither seal deadening nor "crosslinking" is ever mentioned in McCarthy et al. The only teaching of significance of McCarthy et al is that one may utilize "an acrylic resin emulsion or dispersion" together

with synthetic or natural rubber latexes to make either a cold seal adhesive or an overprint varnish. There is simply no appreciation of the significance of crosslinker in the acrylic emulsion in McCarthy et al. This leads to the third basic distinction between McCarthy et al and Applicant's invention.

Thirdly, it is significant to note that in Example 1, at column 3, lines 1-15, it is stated in McCarthy et al that the cold seal adhesive "was applied" to the rear face of the packaging film while the overprint varnish "was applied" to the front face of the film. Nothing is stated with regard to drying of the cold seal adhesive. Thus, there is nothing that would teach one skilled in the art about the drying problems Applicant is attempting to overcome. The only discussion in McCarthy et al relating to heating of the cold seal adhesive can be found at column 3, lines 20-25 where it is stated that the cold seal adhesives on two faces of the flexible packaging material were pressed together for about 0.5 seconds "on cold serrated sealing jaws." Thus, there is simply nothing stated about heating the cold seal adhesive, but instead it is stated that the adhesive is pressed together with "cold" jaws.

Also in Example 1, at column 3, lines 34-39, it is stated that the overprint varnish was applied, and "dried for approx. 30 seconds at 225°F (107°C)." The Examiner will note that the drying temperature used for the overprint varnish is significantly below the critical temperature of 260°F (127°C) which would initiate crosslinking in an acrylic emulsion with crosslinker contained therein. Thus, at this drying temperature, one skilled in the art would clearly not appreciate the significance of using a non-crosslinking acrylic emulsion. In fact, an acrylic emulsion containing crosslinker would perform successfully at such low temperatures and would not result in "seal deadening." Thus, one skilled in the art would not appreciate or learn anything of significance relating to Applicant's seal deadening problem from what is disclosed in McCarthy et al.

As a result of the above, Applicant believes it would not be obvious for McCarthy et al to utilize a non-self crosslinking acrylic emulsion in a water-based cold seal adhesive, as required by Applicant's claims.

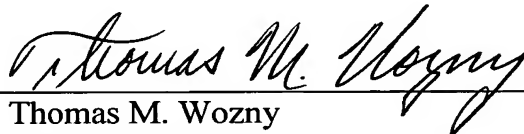
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In the Office Action, claims 43-52 and 58 were not rejected on the basis of adverse prior art, but only on the basis of the original §112, second paragraph rejection. Applicant believes it has overcome the §112, second paragraph rejection and respectfully requests allowance of claims 43-52 and 58. In addition, in view of the above comments, Applicant believes all of the currently pending claims are now allowable.

An effort has been made to place this application in condition for allowance and such action is earnestly requested.

Respectfully submitted,

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